

## MEMORANDUM OF AGREEMENT

Between

City of Jersey City, Hudson County, New Jersey

And the

Uniformed Fire Fighters Association of Jersey City,

I.A.F.F., Local 1066, AFL-CIO, CLC

*THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC, HEREBY AGREE TO THE FOLLOWING AMENDMENTS TO THE CURRENT COLLECTIVE NEGOTIATIONS AGREEMENT, WHICH WILL EXPIRE ON DECEMBER 31, 2019, THE TERM OF WHICH SHALL BE EXTENDED FOR ONE ADDITIONAL YEAR, JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, WITH THE FOLLOWING ADDITIONS:*

### PREAMBLE

THIS AGREEMENT, entered into this 5th day of September, 2017, by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "the City", and the UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC, hereinafter referred to as "the Union", represents the complete and full understanding on all negotiable issues between the City and the Union. This agreement, modifying and extending the current Collective Negotiations Agreement, is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the City Council and Local 1066 members, respectively). All terms of the existing Collective Negotiations Agreement shall remain in full force and effect, except as modified by this Memorandum.

### Article 2

#### Maintenance and Modification of Work Rules

D. *Add as new paragraph D:* Past practice may be used by either party for the purposes of interpreting the language of this contract. Past practice shall not be used for the establishment of a term and condition of employment not based upon contractual language.

E. *Add as new paragraph E.* There shall be no surreptitious recordings of any City employee.

F. *Add that the parties shall agree and implement a Social Media Policy*

(1)

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**Article 10**  
**Vacations**

- A. *Add to paragraph 8 the following at the end: “. . . which shall be rescheduled.”*
- B. *Add to paragraph A, section 9: Staff Fire Fighters shall receive the same number of vacation hours as line Fire Fighters.*
- C. *Add to paragraph B, section 2: The following quotients will take effect effective January 1, 2018 as defined in the Vacation General Order:*
- Six (6) to twenty (20) in period #1 (Spring)  
Six (6) to ten (10) in period #2 (Summer)  
Six (6) to twelve (12) in period #3 (Fall)
- D. *Add to paragraph D, new section 8: Fire Fighters may have the right to cash in 50% of their vacations for cash effective January 1, 2018 and are required to notify the Office of the Chief in January of said intention via Departmental 489.*
- E. *Modify paragraph E as follows: Employees who take qualifying FMLA/NJFLA leave will have the option to use available vacation time concurrent with FMLA/NJFLA leave.*

**Article 11**  
**Insurance and Benefits**

C.2. *MODIFY paragraph as follows: Effective as soon as practicable for the City following ratification, the out of network reimbursement charges will be 70% of fair health rate.*

F. *ADD to paragraph: Effective as soon as practicable for the City following ratification, Quantity Management and Mandatory Generic shall be implemented for prescriptions. Prior to the implementation of quantity management and mandatory generic the City will provide each Firefighter with a list of currently taking brand name drugs that will be subject to mandatory generic. A procedure will be established for those who wish to continue with brand versus generic drugs. Mandatory generic shall be effective no sooner than 10/1/17, permitting members time to review and submit medical documentation of the medical necessity for other than a generic drug.*

(2)

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P. *MODIFY paragraph as follows:* All firefighters shall, effective 1/1/16, be required to contribute toward the cost of their health insurance benefits provided for in this Article in accordance with P.L. 2011, Ch. 78.

1. Retirees and those Firefighters with 20 years of service as of June 28, 2011 shall not contribute to the cost of retiree health benefits.

2. Firefighters with 20 years of credit as of December 31, 2014 shall only contribute 1.5% of their annual pension.

3. Future retirees who do not meet the criteria of paragraphs 1 and 2 above shall contribute to the cost of retiree health insurance pursuant to P.L. 2011, Chapter 78.

Q. *Add to paragraph Q:* Retirees and those Fire Fighters with twenty (20) years of service as of June 28, 2011 shall not contribute to the cost of retiree health benefits. Fire Fighters with twenty (20) years of credit as of December 31, 2014 shall only contribute 1.5% of their annual pension.

Future retirees who do not meet the criteria above shall contribute to the cost of retiree health insurance pursuant to Chapter 78.

S. *Add as new paragraph S:* In the event that an active Fire Fighter dies with less than 25 years of service, the dependents of the Fire Fighter shall receive health benefits for one (1) year.

T. *Add as new paragraph T:* The City and the Local shall meet to discuss any and all health insurance issues.

## **Article 12**

### **Uniforms and Uniform Maintenance**

H. *MODIFY paragraph H as follows:* Fire Fighters will be permitted to wear shorts and golf shirts during the summer period, i.e. "May 15<sup>th</sup> through September 15<sup>th</sup>". . .

## **Article 15**

### **Sick Leave**

H. *ADD as new paragraph H:* "Firefighters who have been on sick leave for up to one (1) year, must return to work for six (6) months in order to receive the benefit of one-year leave benefit set forth in this Article. Firefighters who do not return to work for at least six (6) months will have all subsequent sick time, from any off-duty injury or illness, counted toward the one (1) year limitation., If Fire Fighters need additional leave time after using a total of one (1) year, any time granted beyond one (1) year shall be without pay.



I. *Add as new paragraph I:* “Firefighters who have been on on-duty injury leave for up to one (1) year, must return to work for two (2) months in order to receive the benefit of one-year leave benefit set forth in this Article. Firefighters who do not return to work for at least two (2) months and who go out again on on-duty injury leave will have all injury leave time, excepting the firefighter who suffers a different and unrelated on-duty injury before the two (2) month period has been reached, counted toward the one (1) year limitation herein. If Fire Fighters need additional on-duty injury time beyond the one (1) year, any time granted beyond one (1) year shall be without pay other than any compensation available under worker’s compensation.”

J. *Add as new paragraph J:* In calculating the one (1) year of paid sick leave while injured, the City shall not include the period of time that a Fire Fighter is on light duty.

K. *Add as new paragraph K:* In accordance with the procedures established by the Sick Leave/Injury Leave General Order, and the City reserves the right to amend said “General Order”, and Local 1066 reserves the right to grieve or request negotiations, if the changes are to the terms and conditions of employment

## **Article 17**

### **Permanent Reassignment**

N. *Add new paragraph N:* Effective 1/1/18, all Probationary Fire Fighters during their one (1) year Probationary Period (date of hire forward to first year anniversary as a Fire Fighter) will not be permitted to bid for a permanent assignment until the next calendar year of bidding

## **Article 21**

### **Holidays & Compensatory Time Off**

D. *Add to Paragraph D:* In consideration of the fact that they work more days, staff Fire Fighters shall earn four (4) hours of compensatory time for each month worked in a staff position to be utilized to take time off with pay on the seven (7) listed holidays.

G. *Add to paragraph G:* A total of ten (10) Fire Fighters shall be granted compensatory time on the following listed holidays:

(4)



Thanksgiving Day and Night  
Easter Day and Night  
Christmas Eve  
Christmas Day and Night  
New Year's Eve  
New Year's Day and Night  
Labor Day Weekend – Saturday & Sunday  
Memorial Day Weekend – Saturday & Sunday

**Article 22**  
**Salaries and Longevity**

A.1. *ADD:* Base salary at top step of the salary guides will be increased as follows:

April 1, 2020 – 1.5%

Employees in guide shall receive their step increase on January 1, 2020. Employees moving on the salary guide from Step 9 to Step 10 will receive 50% of the Step 10 rate on January 1 and 100% of the Step 10 rate on July 1.

**Article 26**  
**Contractual Grievance Procedures**

B. *Add to paragraph B:* Only the City or Local 1066 can demand arbitration

**Article 28**  
**Terminal Leave**

E. *Add to paragraph E:* The Fire Fighters shall receive a mandatory cash payment upon approval by PFRS of the retirement application of the Fire Fighter. All Fire Fighters shall receive mandatory cash payment for all unused compensatory time and all unused vacation time when that Fire Fighter stops working for the Division of Fire, Department of Public Safety.

(5)

*QWK*  
*h*

## **Article 34**

### **Discipline**

L. *Add to paragraph H:* Formal hearings will be conducted when the penalty sought in the charges preferred against the Fire Fighter is major discipline

M. *Add to paragraph I:* Informal hearings will be conducted when the penalty sought in the charges preferred against the Fire Fighter is minor discipline.

N. *Add as new paragraph L:* Major and minor discipline will be consistent with and defined by the New Jersey State Civil Service Commission.

O. *Add to paragraph J:* Written reprimand will be served on the Fire Fighter with fourteen (14) days of the Director receiving notice of the occurrence.

## **Article 41**

### **Tuition Reimbursement**

B. *Add to paragraph B:* All requests for tuition reimbursement must be submitted by July 1<sup>st</sup> of each year. All Fire Fighters have an individual cap of \$3,500 per year for a twelve (12) month period. The twelve (12) month period shall run from July 1<sup>st</sup> to June 30<sup>th</sup> to ensure that Fire Fighters attending courses in the summer, fall, and spring semesters are compensated.

E. *Add as new paragraph E:* The reimbursement for tuition shall be defined as actual tuition reimbursement and all fees paid relative to the course of study.

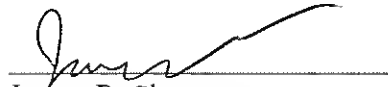
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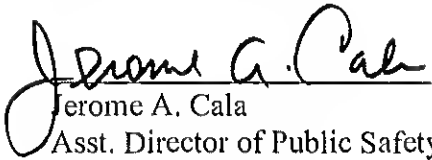
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**Article 47**  
**Duration of Agreement**

*Add to Article:* The contract shall be extended through December 31, 2020.

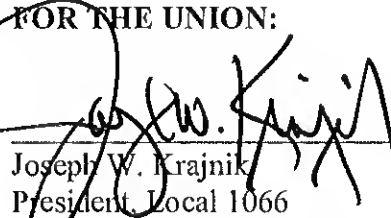
**FOR THE CITY:**


  
James R. Shea  
Director of Public Safety

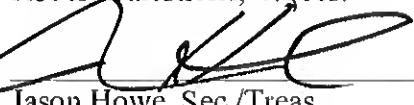
  
Jerome A. Cala  
Asst. Director of Public Safety

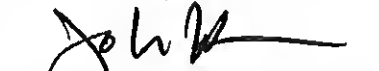
Dated: September 5, 2017


**FOR THE UNION:**

  
Joseph W. Krajnik  
President, Local 1066

  
Robert Balestrieri, V/Pres.

  
Jason Howe, Sec./Treas.

  
John F. Kruse, Chair Ex. Bd.

  
Cyril J. Galvin, Ex. Bd. Member

Dated: September 5, 2017

(7)

